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**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. April 9, 2013

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on April 2, 2013

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 20)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

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**PRESENTATIONS**

- Presentation to outgoing Council Member Paul Gray
- Comments from Mayor and Council Members
- Presentation by Mayor Brewer
- **RECESS**

-- **RECOVENE**

1. Call to Order
2. Introduction of new Council Members - Oath of Office administered by Judge Jennifer Jones
3. Comments from Mayor regarding Vice Mayor Miller's tenure as Vice Mayor
4. Ballot of Selection of Vice Mayor
5. Oath of office for new Vice Mayor administered by Judge Jennifer Jones
6. Comments from new Vice Mayor
7. Comments from Council Members
8. Adjournment



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(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 20)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated April 8, 2013

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal  
Ripandeep Brar

2013  
Friends Store LLC

(Consumption off Premises)  
1231 East 29th North

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.

- a. Community Events - Wichita Heart Walk and 5K Run. (Districts I, IV and VI)  
b. Community Events - Wichita Ribfest. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Property Acquisition:

- a. Partial Acquisition of land at 3025 North Hoover for the 29th Street – Ridge to Hoover Road Improvement Project. (Districts V and VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

6. Minutes of Advisory Boards/Commissions

Wichita Employees' Retirement System, February 27, 2013

RECOMMENDED ACTION: Receive and file.

7. Office Supply Contractor.

RECOMMENDED ACTION: Approve the selection of Office Depot for one (1) year with an option to renew for four (4) additional one (1) year terms utilizing their national contract for the purchase of office supplies.

8. Contracts and Agreements for March 2013.

RECOMMENDED ACTION: Receive and File

9. Contract for Compressed Natural Gas (CNG) Feasibility Study.

RECOMMENDED ACTION: Approve the contract with Small Arrow Engineering and authorize the necessary signatures

10. Emergency Agency Radio Reimbursement.

RECOMMENDED ACTION: Accept and receive the radio reimbursement funds to be placed back into the 2009 JAG and used for public safety and law enforcement equipment.

11. Transportation Contract for the Summer Recreation Programs. (Districts I, II, III, and VI)

RECOMMENDED ACTION: Approve the selection of First Student as the provider of transportation services and authorize the necessary signatures.

12. Approval of Offers for the Mount Vernon and Oliver Intersection Improvement Project. (District III)

RECOMMENDED ACTION: Approve the offers and authorize the necessary signatures.

13. Designation of Redeveloper for Lot 8, Block 2, Bridgeport Industrial Park I Addition. (District VI)

RECOMMENDED ACTION: Approve the real estate purchase agreement and authorize all necessary signatures.

14. Second Reading Ordinances: (First Read April 2, 2013)

a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

15. \*No Protest Agreement for Future Sanitary Sewer Extension for the Plat of G. Leonard Addition SUB2012-00035 located east corner of 167th Street West, on the south side of 47th Street South. (County)

RECOMMENDED ACTION: Approve the agreement.

16. \*No Protest Agreement for Future Sanitary Sewer Extension for the Plat of G. Leonard 2ND Addition SUB2013-00004 located on the southeast corner of 167th Street West and 47th Street South. (County)

RECOMMENDED ACTION: Approve the Agreement.

17. \*SUB2012-00023 -- Plat of Kia Addition located on the southeast corner of Tyler Road and Kellogg. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading.

18. \*SUB2012-00041 -- Plat of Bostic Traditional Magnet Addition located south of Kellogg, east of Rock Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

19. \*A13-01 - Request by West 47 LLC to annex lands generally located at the southeast corner of 47th Street South and West Street. (District IV)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

None

**II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

20. \*Tornado Transit, LLC - Airport Limousine Service Agreement - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

Wichita, Kansas  
April 8, 2013  
10:00 a.m., Monday  
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Jason Earl, Management Intern, representing the City Manager's Office and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated April 1, 2013, were read and on motion approved.

Bids were opened on April 5, pursuant to advertisements published on:

**Storm Water Sewer Improvements to serve North Iva & 27th Street to serve Brooks Buckner Addition (east of Hillside Ave and south of East Fork Chisholm Creek) (468-84709/133117/ 636260/660813/133117/772077/869002) Local traffic shall be maintained with minimal street closures not to exceed 48 hours. (District I)**

Dondlinger and Sons - \$578,569.50

**2013 Sanitary Sewer Rehabilitation Phase A (north of 31st Street South, east of Meridian) (468-84869/620634/663009) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, VI)**

Tele Environmental Systems Inc. - \$261,322.00

**2013 Sanitary Sewer Reconstruction Phase 3 (north of MacArthur, east of Meridian) (468-84870/ 620635/663010) Traffic to be maintained during construction using flagpersons and barricades. (District III, IV)**

Forshee Plumbing LLC - \$139,076.00

The Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT  
DIVISION: Variable Frequency Drives.**

Logic Inc. -\$42,854.52

**HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING  
DIVISION: Replace Kitchen Cabinets for Greenway Manor and Mclean Manor.**

The Wilson Group - \$57,408.00 Group 1  
The Wilson Group - \$65,170.00 Group 2

**HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING  
DIVISION: Interior and Exterior Modifications One House.**

Arambula Construction Co Inc. - \$27,300.00

**HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING  
DIVISION: Thermal Break Primary Windows.**

Defer one week

**WICHITA TRANSIT DEPARTMENT: Security Services – Transit Center.**

Allegiance Security Group LLC\* - \$46,583.00  
\*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS AND UTILITIES/WATER DISTRIBUTION DIVISION: Sensus  
Registers.**

HD Supply Waterworks Inc.\* - \$36,400.00  
\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**PUBLIC WORKS AND UTILITIES/WATER DISTRIBUTION DIVISION: Badger Turbo  
Meters.**

Midwest Meter Inc. \*- \$28,200.00  
\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**FIRE DEPARTMENT/SAFETY DIVISION: Firefighter Protective Clothing.**

Defer two weeks

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Martha Strayer, Administrative Assistant,  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL APRIL 9, 2013**

- a. Shoreline from the west line of Lot 22, Block 1 to the east line of Lot 16, Block 1 to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) (472-84867/766286/490304) does not affect existing traffic. (District VI) - \$108,000.00
- b. Shoreline from the west line of Lot 30, Block 1 to the east line of Lot 23, Block 1 to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) (472-85072/766291/490309) does not affect existing traffic. (District VI) - \$118,000.00



City of Wichita  
City Council Meeting  
April 9, 2013

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Wichita Heart Walk and 5K Run (Districts I, IV and VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Desi Viner, American Heart Association is coordinating the 2013 Heart Walk and 5K Run with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Wichita Heart Walk and 5K Run May 1, 2013 5:30 pm – 7:30 pm**

- Douglas Avenue, Water Street to Waco Avenue
- Douglas Avenue, Waco Street to McLean Boulevard
- McLean Boulevard, Douglas Avenue to Second Street
- McLean Boulevard, Second Street to Seneca Street
- Seneca Street, McLean Boulevard to Central Avenue
- Stackman Drive, Central Avenue to Murdock Street
- Sim Park Drive, Stackman Drive to Murdock Street
- Nims Street, Murdock Street to Central Avenue
- Central Avenue, Nims Street to Seneca Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with special events.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works Utilities Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
April 9, 2013

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Wichita Ribfest (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closure.

**Background:** In accordance with the Community Events procedure the event promoter A J Boleski, Intrust Bank Arena is coordinating the Wichita Ribfest with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Wichita Ribfest May 16-19, 2013 6:00 am – 2:00 am**

- Waterman Street, Commerce Street to entrance of Wichita Transit Operations, 777 East Waterman, curbside west bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with special events.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works Utilities Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

**CITY OF WICHITA**  
**City Council Meeting**  
April 9, 2013

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of land at 3025 North Hoover for the 29<sup>th</sup> Street – Ridge to Hoover Road Improvement Project (Districts V and VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On June 7, 2011, the City Council approved the design concept to improve 29<sup>th</sup> Street between Ridge Road and Hoover. The project will require a partial acquisition of nine properties. The tracts consist of commercial, residential, and agricultural use. The proposed road improvement project includes widening 29<sup>th</sup> Street, improving area storm drainage, and adding sidewalks. The property at 3025 North Hoover is located at the east end of the project corridor and is situated on the northwest corner of the intersection of 29<sup>th</sup> Street and Hoover. Right-of-way is required from along the south property line together with a corner clip at 29<sup>th</sup> Street and Hoover. The proposed acquisition area consists of 2,363 square feet. The properties septic system, well, some fencing and trees are within the acquisition area and are impacted as a result of the taking.

**Analysis:** A written offer to purchase the required right-of-way was made. The appraised offer of \$26,100 was accepted. This offer was comprised of \$7,000 for the 2,363 square feet of land; \$11,100 for curing the septic system and water well; and \$8,000 for fencing and trees.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$27,100 is requested. This includes \$26,100 for the acquisitions and \$1,000 for title work, surveys, closing costs and other administrative fees.

**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) Approve the acquisition; 2) Approve the budget and; 3) Authorize the necessary signatures.

**Attachments:** Real estate agreement, tract map, and aerial map.

PROJECT: 29<sup>th</sup> Street: Ridge to Hoover

DATE: March 7, 2013

COUNTY: Sedgwick

TRACT NO.: 09

## CITY OF WICHITA, KANSAS A MUNICIPAL CORPORATION

### CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Wanda Jean Zimmerman and Lawrence W. Zimmerman (Landowners), and the City of Wichita, Kansas, a municipal corporation, (Buyer),

WITNESSETH, For consideration as hereinafter set forth, Landowners hereby agree to convey a road right-of-way to the City of Wichita by a warranty deed to the following described real properties in Sedgwick County to wit:

A tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SE corner of the SEQ, Section 34, Township 26 South, Range 1 West, Sedgwick County, Kansas; thence north along the east line of said SEQ a distance of 30 feet; thence west parallel with the south line of said SEQ a distance of 30 feet to the Point of Beginning; thence continuing west parallel with said south line distance of 135 feet; thence north parallel with the east line of said SEQ a distance of 10 feet; thence east parallel with said south line a distance of 90 feet; thence northeasterly a distance of 63.6 feet, more or less, to a point on a line, said line being parallel with the east line of said SEQ and 30 feet normally distant from said east line of said SEQ; thence south 55 feet to the Point of Beginning.

Said tract containing 2,362.5 square feet, more or less.

It is understood and agreed that landowner is responsible for all property taxes on the above described property accrued prior to the conveyance of fee title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 30 days after the conveyance documents of said property, free of any encumbrances, have been delivered.

Approximately 2,362.5 Sq. Ft. for Road Right-of-Way	\$ 7,000
Approximately 0 Sq. Ft. for Drainage Easement	\$ NA
Approximately 0 Sq. Ft. for Temporary Easement	\$ NA

Cost to Cure: Septic, well and fencing	\$11,100
Damages: including but not limited to trees	<u>\$ 8,000</u>
<b>TOTAL</b>	<b>\$26,100</b>

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

Buyer(s) and Landowner(s) hereby agree that Buyer will compensate Landowner(s) within 90 days of closing the cost to relocate fence and gate from the above described right-of-way based on the more advantageous estimate from fencing professionals.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

**LANDOWNER(S):**

\_\_\_\_\_  
Wanda Jean Zimmerman

\_\_\_\_\_  
Lawrence W. Zimmerman

**BUYER:**

City of Wichita, KS, a municipal corporation

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

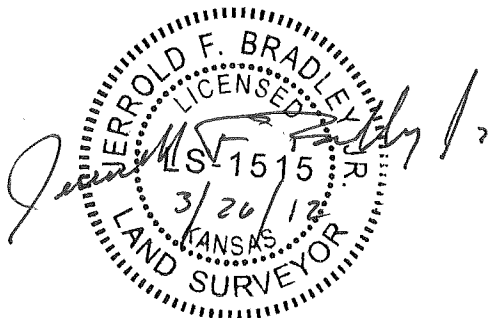
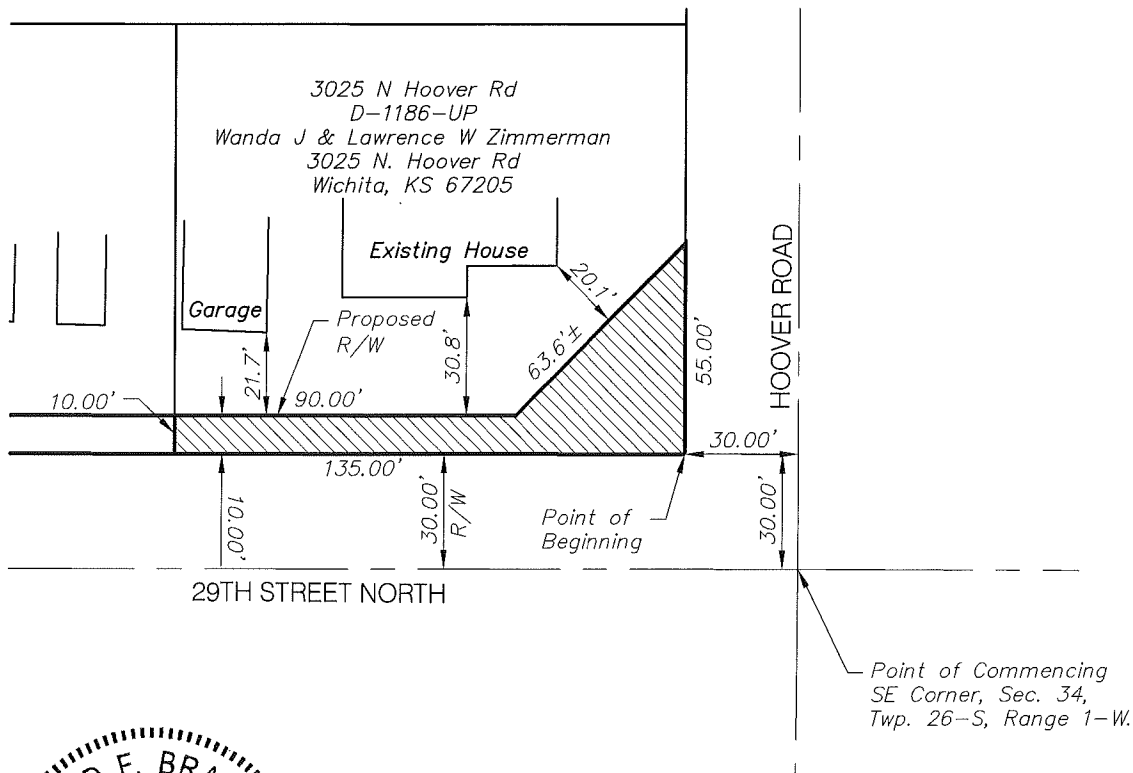
# EXHIBIT

## LEGAL DESCRIPTION:

A tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SE corner of the SE  $\frac{1}{4}$ , Section 34, Township 26 S., Range 1 W., Sedgwick County, Kansas; thence north along the east line of said SE  $\frac{1}{4}$  a distance of 30.00 feet; thence west parallel with the south line of said SE  $\frac{1}{4}$  a distance of 30.00 feet to the Point of Beginning; thence continuing west parallel with said south line distance of 135.00 feet; thence north parallel with the east line of said SE  $\frac{1}{4}$  a distance of 10.00 feet; thence east parallel with said south line a distance of 90.00 feet; thence northeasterly a distance of 63.6 feet, more or less, to a point on a line, said line being parallel with the east line of said SE  $\frac{1}{4}$  and 30.00 feet normally distant from said east line of said SE  $\frac{1}{4}$ ; thence south 55.00 feet to the Point of Beginning.

Said tract containing 2,362.5 square feet, more or less.



Drawing File: E:\Projects\29th Ridge to Hoover\Exhibits\Tract Maps.dwg



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**City of Wichita  
City Council Meeting  
April 9, 2013**

**TO:** Mayor and City Council Members

**SUBJECT:** Office Supply Contractor

**INITIATED BY:** Finance Department

**AGENDA:** Consent

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**Recommendation:** Approve the selection and award of contract to Office Depot for office supplies.

**Background:** The City of Wichita spends approximately \$275,000 annually for office supplies. Office supplies are funded through the operational budgets of the various City departments/divisions. The City's current office supply ordering process is not labor intensive and allows departments/divisions to view an online catalog of available supplies, place orders electronically via a user-friendly website, and receive supplies within one day of order placement. Monthly billings are interfaced with the City's accounting system, and monthly supply usage reports are provided by cost center.

**Analysis:** A Request for Proposal (RFP) was issued and sent to thirty-four (34) vendors. Five (5) vendors responded. A staff screening and selection committee reviewed the proposals to select a vendor based on price and experience. Three firms were interviewed. Based on meeting the scope of services, knowledge of City processes and lowest cost, Office Depot is recommended to provide office supplies to the City of Wichita, utilizing the National IPA (Intergovernmental Purchasing Alliance) cooperative contract.

**Financial Considerations:** The contract will not obligate the City to any specific purchase or volume of purchases; it only provides departments/divisions the ability to purchase supplies at the lowest net cost. Funding for office supplies is included within departmental operating budgets.

**Legal Considerations:** Per the Purchasing Ordinance 38-122(j), Intergovernment Cooperative Contracts and Agreements, the Purchasing Manager is authorized to purchase supplies, services and equipment for contracts and agreements of other governmental entities which have been awarded, subject to public bidding and approval by the proper governmental entities authority.

**Recommendation/Action:** It is recommended that the City Council approve the selection of Office Depot for one (1) year with an option to renew for four (4) additional one (1) year terms utilizing their national contract for the purchase of office supplies.



**CONTRACTS & AGREEMENTS**  
**BLANKET PURCHASE ORDERS RENEWAL OPTIONS**  
**MARCH 2013**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Abstracts, Title Insurance and Other Related Services	3/31/2014	Security 1st Title, LLC	City Manager	4/10/2012 - 3/31/2013	1 - 1 year option
Auto Glass - Furnish & Install for Vehicles & Mechanized Equipment	3/31/2013	American Auto Glass, Inc.	Various	4/3/2012 - 3/31/2013	2 - 1 year options
Background Investigations	3/31/2014	American Databank LLC	Various	4/5/2011 - 3/31/2012	Last option
Carpet, Installation & Repair	3/31/2014	Sherwin Williams Company	Housing & Community Services	4/5/2011 - 3/31/2012	Last option
Catering and Concession Services at Century II Performing Arts and Convention Center	3/31/2013	Premier Food Services, Inc.	Park & Recreation	10/1/2007 - 9/30/2010	Last option
Cost Allocation Program	3/31/2014	MGT of America, Inc.	Finance	3/22/2010 - 3/31/2013	1 - 1 year option
Fire Detection Alarm Sys Inspect Airport	3/31/2014	Kansas Fire Equipment Co., Inc.	Wichita Mid-Continent Airport & Jbara Airport	4/1/2012 - 3/31/2013	1 - 1 year option
Fire Suppression Systems Inspect- Airport	3/31/2014	Simplex Grinnell LP	Airport	4/1/2012 - 3/31/2013	1 - 1 year option
Furniture, Herman Miller Office Systems	3/31/2013	John A Marshall Co.	Finance	06/12/2003 - 06/11/2006	Annual basis
Guard Service for the Wichita Intervention Program	3/31/2013	Smart Security and Investigations, Inc.	Municipal Court	3/24/2009 - 3/23/2010	1 - 1 year option
Intervention Program Facility (Wichita)	3/31/2014	BWAC, LLC dba Best Western Airport Inn and Conference Center	Municipal Court	4/7/2009 - 3/31/2010	Last option
Janitorial Services for Greenway Manor, McLean Manor, Rosa Gragg Clubhouse and Bernice Hutcherson Clubhouse	3/31/2014	Steam Supreme Carpet and Upholstery Cleaning	Housing & Community Services	4/5/2011 - 3/31/2012	Last option
Landscape Maintenance at the Water Center	3/31/2014	Gaia's Way	Public Works & Utilities	6/1/2012 - 3/31/2013	1 - 1 year option
Legal Services related to City's Acquisition of Property & Rights-of-way under its Eminent Domain Authority	3/31/2014	Orrick & Erskine, L.L.P.	Law	4/17/2012 - 3/31/2013	3 - 1 year options
Locks	3/31/2014	Central Key & Safe Co., Inc.	Park & Recreation	4/1/2012 - 3/31/2013	1 - 1 year option
Manhole Frames & Covers (Sanitary Sewer)	3/31/2013	HD Supply Waterworks, Inc.	Public Works & Utilities	4/10/2012 - 3/31/2013	2 - 1 year options
Mow, Edge & Trim - Fire Training Academy	3/31/2014	Dragonfly Lawn Service	Fire	5/24/2011 - 3/31/2012	Last option
Mow, Edge & Trim Scattered Sites and Residential Lots	3/31/2014	Two Friends For All Seasons Lawncare	Housing & Community Services	4/1/2011 - 3/31/2012	Last option
Mow, Edge and Trim at Police Department Airport Air Section Jabara Airport - Group 2	3/31/2013	Complete Landscaping Systems, Inc.	Police	4/5/2011 - 3/31/2012	1 - 1 year option
Mow, Edge and Trim at Water Center	3/31/2014	Dragonfly Lawn Service	Public Works & Utilities	4/4/2012 - 3/31/2013	1 - 1 year option
Mow, Edge, Trim EOD Bomb Range	3/31/2014	D&R Mowing Services, LLC	Police	6/1/2012 - 3/31/2013	Last option
Mowing, Trimming, Edging & Maintenance at Environmental Services - Group 1 (1900 E. 9th)	3/31/2013	Michael's Complete Lawn Care Inc.	Public Works & Utilities	3/24/2011 - 3/31/2012	1 - 1 year option
Mowing, Trimming, Edging & Maintenance at Environmental Services - Group 2 (Tri-State Central property located at 724 E. Osie)	3/31/2013	Complete Landscaping Systems, Inc.	Public Works & Utilities	3/24/2011 - 3/31/2012	1 - 1 year option
NPDES Storm Event Sampling (Providing)	3/31/2014	Integrated Solutions Inc. DBA ISI Environmental Services (ISI)	Public Works & Utilities	4/1/2009 - 3/31/2011	Last option
Paint - Exterior and Interior	3/31/2014	PPG Architectural Finishes, Inc. dba Porter Paint	Public Works & Utilities	4/1/2011 - 3/31/2012	Last option
Paper - Shredding Security	3/31/2013	Cintas Corporation	Various	8/1/2009 - 3/31/2010	1 - 1 year option

Pest Control - Bed Bug Treatment - Group 3	3/31/2014	Signature Pest Control	Housing & Community Services	4/1/2012 - 3/31/2013	1 - 1 year option
Pest Control & Roach Spraying Services - Group 1	3/31/2014	Reliable Pest Management	Housing & Community Services	4/1/2012 - 3/31/2013	1 - 1 year option
Pest Control & Termite Control Services - Group 2	3/31/2014	Go Green! Pest Control Services	Housing & Community Services	4/1/2012 - 3/31/2013	1 - 1 year option
Public Arts Maintenance Project	3/31/2014	Gotta Corporation	City Manager	4/21/2009 - 3/31/2010	Last option
Rip Rap 5 x 9, 18" and 24"	3/31/2014	A Plus Logistics, LLC	Public Works & Utilities	4/1/2012 - 3/31/2013	1 - 1 year option
Sewer Cleaning Service	3/31/2014	Thorne Companies, Inc. dba Tom's Sewer Service	Various	4/1/2012 - 3/31/2013	1 - 1 year option
Snacks for Summer of Discovery Program	3/31/2014	Via Christi Hospital Wichita, Inc.	Park & Recreation	4/7/2012 - 3/30/2013	1 - 1 year option
Swim Suits for Park Pool Staff	3/31/2014	Water Safety Products, Inc.	Park & Recreation	4/2/2012 - 3/31/2013	1 - 1 year option
Telecommunications System	3/31/2014	Comm Link, Inc.	Airport	3/31/2005 - 3/30/2010	Last option
Temporary/Seasonal Workers Professional Services	3/31/2014	Syndeo Staffing	Human Resources	4/1/2011 - 3/31/2012	2 - 1 year options
Vehicle Washes	3/31/2014	The Pantry Inc.	Various	1/1/2004 - 2/28/2005	Annual basis

**PROFESSIONAL CONTRACTS UNDER \$25,000  
MARCH 2013**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR MARCH 2013**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Oracle America Inc.	DP340161	Support Services, Computer	\$81,112.50		

**City of Wichita  
City Council Meeting  
April 9, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Contract for Compressed Natural Gas (CNG) Feasibility Study (All Districts)

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

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**Recommendation:** Approve the contract.

**Background:** Wichita Transit operates a fleet of 56 buses, currently powered by diesel engines. Due to the rising cost of fuel and with an interest in improving air quality, Wichita Transit would like to explore the feasibility of converting Transit's fleet to an alternative fuel. Initial investigations indicated that CNG is the alternative fuel most likely to be successful in this region of the country. Transit staff has developed a scope of work for a study that includes the following activities:

- Identify the capital cost to convert Transit's fleet from diesel to CNG, including the cost to purchase new vehicles, build a CNG fueling station, and modify the existing repair facility,
- Compare operating costs of CNG versus standard diesel. The study would also address other forms of technology, such as hybrid electric and liquid-to-gas,
- Determine the required size of the fueling station based on fleet size and options for usage by other City departments,
- Identify capital costs, operating costs, and training and other support requirements,
- Suggest potential options for additional conversion within the City and provide a base on which the City can consider the viability of converting other fleets,
- Identify other issues and opportunities related to conversion to CNG, and
- Establish implementation timelines.

**Analysis:** In September, 2012, Wichita Transit received proposals for a CNG feasibility study. From the consultants that responded (Small Arrow Engineering, TranSystems, and Public Solutions Group LTD), the selection committee chose Small Arrow Engineering on the basis of past experience and cost.

**Financial Consideration:** The quote received from Small Arrow Engineering to complete the project was \$67,875, which will be financed 80% federal funds (FTA planning) and 20% local match. Local match funds are included in the annual Transit budget.

**Legal Consideration:** The Law Department has reviewed and approved the contract as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the contract with Small Arrow Engineering and authorize the necessary signatures.

**Attachments:** Contract

# **CONTRACT**

## **for**

### **CNG Bus Fuel Conversion – Consultation Services**

**THIS CONTRACT** entered into this 1<sup>st</sup> day of April, 2013 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and Small Arrow Engineering, LLC, Telephone Number (417-624-2333) hereinafter called "**CONSULTANT**".

#### **WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposals for CNG Fuel Conversion Project – Feasibility Study Consultation Services (FP240059); and

**WHEREAS, CONSULTANT** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Scope of Services.** **CONSULTANT** shall provide the **CITY** all those services specified in its response to the formal proposal number FP-240059. Both the RFP document, including all plans, specifications and addenda, and the **CONSULTANT'S** response are incorporated herein by reference the same as if fully set forth. In case of conflict among these documents this Contract shall be the primary expression of the parties' intent, followed by the **CITY'S** RFP, and finally the **CONSULTANT'S** RFP response. The points below summarize the key information to be provided in the final product from the **CONSULTANT** required to satisfy the scope for the City of Wichita and Federal Transit Administration.

#### **Study Scope**

- a. Identify and itemize capital costs to convert the transit fleet from diesel to CNG including cost to purchase new vehicles, build a CNG fueling station and to modify the existing repair facility.
- b. Compare operating costs of CNG versus standard diesel vehicles. The study should also address other forms fleet technology such as hybrid electric and liquid to gas technology.
- c. Determine the required size of the fueling station based on fleet size and options for usage by other **CITY** departments.
- d. Identify capital costs, operating costs, training and other support requirements for acquisition, construction and continuing fleet operation.
- e. Suggest potential options for additional conversion within the **CITY** and provide a base on which the **CITY** can consider the viability of converting other fleets.
- f. Identify other issues and opportunities related to conversion to CNG.
- g. Establish implementation timelines.

### **FTA requirements for the Feasibility Study**

The written report will include and make easily identifiable:

- a. Documented need for the proposed facility
- b. Determination and assessment of transit benefits
- c. Evaluation of the impact on existing facilities
- d. Evaluation and selection of site(s) of new fuel island
- e. Preliminary concept design
- f. Cost estimate of the facility project and scope
- g. Development of timelines to completion and financing plan

### **Acceptance Procedure**

The **CONSULTANT** shall render the deliverables described in this CONTRACT. The **CITY** shall have a maximum of thirty (30) working days from the delivery of the final draft of the completed report and recommendations within which to respond in writing to such delivery. If the **CITY** believes the completed work does not conform to the requirements of the CONTRACT, it shall notify the **CONSULTANT** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the project fails to conform, and establish with **CONSULTANT** a schedule for the completion of the required revisions. In the absence of such notice of non-conformance, acceptance of the work will be presumed.

**2. Compensation.** **CITY** agrees to pay to **CONSULTANT** \$66,915.00 for the consultation services as per the proposal as approved by the City Council on April 9, 2013. Incremental payments shall be remitted upon receipt of invoices, with 10% of the payment due being withheld as retainage pending approval of the final report. All payments shall be in accord with the **CITY'S** standard processing procedures.

**3. Term.** The term of this contract shall be for a 4 month period (120 calendar days). This contract is subject to cancellation by the **CITY**, at its discretion at any time upon thirty (30) days written notice to **CONSULTANT**.

### **4. Indemnification and Insurance.**

a. **CONSULTANT** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONSULTANT**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONSULTANT** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

- (1). Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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(2). Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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(3). Workers' Compensation Statutory

Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
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(4). Professional Errors and Omissions Liability - procure and maintain such professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts and/or omissions of the CONSULTANT, its agents, officers, employees and subconsultants in an amount not less than \$1,000,000 per claim, subject to deductible of the greater of \$10,000 or such amount that the CONSULTANT can demonstrate to CITY'S satisfaction is financially prudent.

The Insurance Certificate must contain the following:

- A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the CONSULTANT in the contract documents.
- B. Cancellation – should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.
- C. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by City.

**5. Independent Contractor.** The relationship of the **CONSULTANT** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONSULTANT** shall be considered an employee of the **CITY**.

**6. Compliance with Laws.** **CONSULTANT** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**7. No Assignment.** The services to be provided by the **CONSULTANT** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

**8. Non-Discrimination.** **CONSULTANT** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**9. Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof third-party beneficiary status hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**10. No Arbitration.** The **CONSULTANT** and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**11. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas with venue in any court of competent jurisdiction in Sedgwick County, Kansas.

**12. Representative's Authority to Contract.** By signing this Contract, the representative of the **CONSULTANT** warrants that he or she is duly authorized by the **CONSULTANT** to execute this Contract, and that the **CONSULTANT** has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

**CITY OF WICHITA, KANSAS**

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Janis Edwards  
Deputy City Clerk

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Carl Brewer  
Mayor

**APPROVED AS TO FORM:**

**SMALL ARROW ENGINEERING, LLC**

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Gary E. Rebenstorf  
Director of Law

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John H. Bolte, P.E.  
Principal



## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the CONSULTANT or subcontractor, contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the Consultant, contractor, subcontractor, or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The CONSULTANT shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the CONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the CONSULTANT shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the CONSULTANT is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the CONSULTANT shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The CONSULTANT shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor..
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The CONSULTANT, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The CONSULTANT, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the CONSULTANT, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The CONSULTANT, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the CONSULTANT, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the CONSULTANT, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The CONSULTANT, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the Department of Finance as stated above, the CONSULTANT shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those CONSULTANTS, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those CONSULTANTS, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such CONSULTANT, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita  
City Council Meeting  
April 9, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Emergency agency radio reimbursement

**INITIATED BY:** Police Department

**AGENDA:** Consent

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**Recommendation:** Accept radio reimbursement.

**Background:** The City of Wichita Police Department and Sedgwick County Sheriff's Office purchased police band radios with 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) funds. The City and County were required to re-band their emergency agency radios, requiring a reconfiguration process on each radio. The Wichita Police Department and Sedgwick County Sheriff's Office received payments from Nextel West Corporation of \$35 per reconfigured radio. The Wichita Police Department received a payment in the amount of \$44,310 for their reconfigured radios. The Department would like to place these funds back into the 2009 JAG, which will be used for public safety/law enforcement related equipment.

**Analysis:** Due to JAG stipulations, revenue from the radio reconfiguration cannot be put in the General Fund and must be put back into the 2009 JAG to be used for police related activity.

**Financial Considerations:** The radio reimbursement will be used for public safety and law enforcement equipment.

**Legal Considerations:** The Law Department has reviewed and approved the emergency agency radio reimbursement to be received and placed back into the 2009 JAG.

**Recommendations/Actions:** It is recommended the City Council accept and receive the radio reimbursement funds to be placed back into the 2009 JAG and used for public safety and law enforcement equipment.

**Attachment:** None

**City of Wichita  
City Council Meeting  
April 9, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Transportation Contract for the Summer Recreation Programs (Districts I, II, III, VI)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** Consent

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**Recommendations:** Approve the contract.

**Background:** Summer of Discovery is a ten week program offered by the Park and Recreation Department at three sites (Orchard, Edgemoor, and Linwood). This program is designed for children ages six to thirteen and offers a number of recreational venues and field trip opportunities in Wichita and the surrounding areas. Licensed and insured transportation services are necessary to transport children to these venues. Transportation services will also be utilized at three Summer Activity Camp sites (Lynette Woodard, Evergreen, and Colvin).

**Analysis:** A Request for Proposal (RFP) was sent in March to nine vendors (FP340012) to provide transportation services for the Summer Recreation Programs by the Park and Recreation Department. A proposal presented by First Student met the RFP criteria in terms of qualifications, experience, references and cost. First Student was the only company to submit a proposal.

**Financial Considerations:** Estimated annual cost of the contract is \$24,620.60 for Summer of Discovery and \$8,326.80 for Summer Activity Camp for a total of \$32,947.40. The Budget allocation for this portion of the Summer Recreation Programs' budget is \$33,000.

**Legal Considerations:** The contract has been reviewed by the Law Department and is approved as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the selection of First Student as the provider of transportation services and authorize the necessary signatures.

**Attachments:** Summer Recreation Programs' Transportation Contract.

**CITY OF WICHITA**  
**City Council Meeting**  
April 9, 2013

**TO:** Mayor and City Council

**SUBJECT:** Approval of Offers for the Mount Vernon and Oliver Intersection Improvement Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the offers.

**Background:** On December 4, 2012, the City Council approved the design concept and proposed project to improve the intersection of Mount Vernon and Oliver. The project will require the partial acquisition of eleven tracts. The intersection will include left turn lanes at all four approaches to the intersection and upgraded traffic signals.

**Analysis:** As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations, the fair market value of the tracts to be acquired totals \$4,110. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

**Financial Considerations:** The funding sources for the project are from both General Obligation Bonds and Federal grants administered by the Kansas Department of Transportation (KDOT). A budget of \$10,410 is requested. This includes \$4,110 for the acquisitions and \$6,300 for title work, closing costs and other administrative fees.

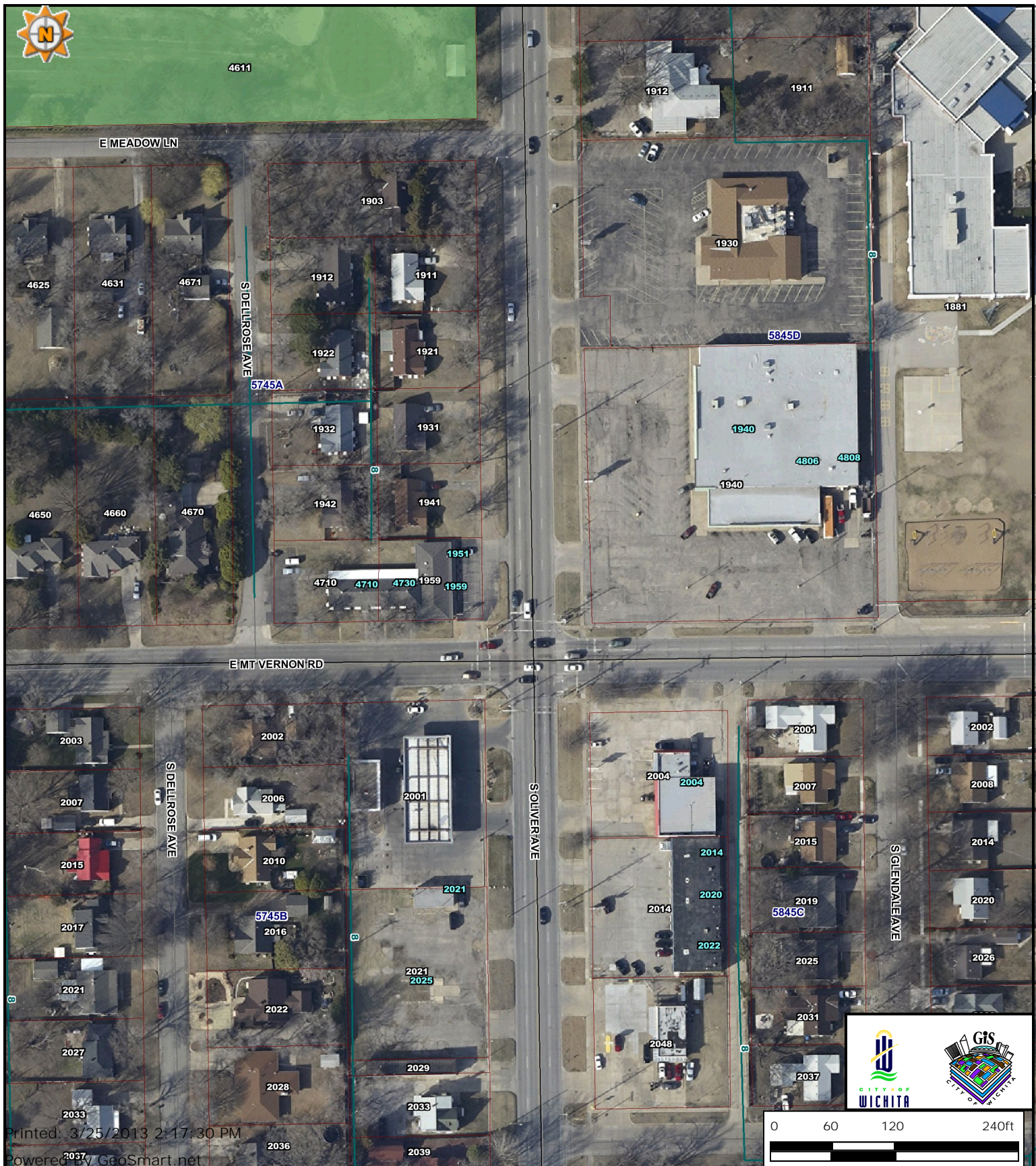
**Legal Considerations:** All agreements are subject to review and approval as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council 1) Approve the offers and; 2) Authorize the necessary signatures.

**Attachments:** Aerial map.



# Intersection of Oliver and Mt Vernon



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



**CITY OF WICHITA**  
**City Council Meeting**  
April 9, 2013

**TO:** Mayor and City Council

**SUBJECT:** Designation of Redeveloper for Lot 8, Block 2, Bridgeport Industrial Park I Addition (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Designate Hospitals of Hope, Inc. as the redeveloper for the north 139 feet of Lot 8, Block 2, Bridgeport Industrial Park I and approve the sale.

**Background:** In the late 1970s, the City of Wichita determined that there was insufficient industrial land available. To meet this need, the City purchased land near 37<sup>th</sup> Street North and Ohio under the Urban Renewal Act and redeveloped the area as the Bridgeport Industrial Parks. A significant portion of the parks have been sold over time. An offer has been received for the last remaining tract from the Iron Workers Local 606 Apprenticeship Training Trust (Iron Workers). The Iron Workers wish to acquire a 93,025 square foot parcel and construct an 8,000 to 10,000 square foot building to house offices, classrooms and shop facilities for their apprenticeship program. The subject parcel is a vacant tract located at the southwest corner of Santa Fe and 35<sup>th</sup> Street North.

**Analysis:** The City has received an offer of \$83,722.50 (\$.90 per square foot) for the site. There have been no other recent offers on the site. The last sale in the area was the tract immediately south which sold for \$.90 per square foot in 2003. The City sold a larger, approximately 250,000 square foot property elsewhere within Bridgeport in 2012, specifically 3333 North Ohio, for \$.89 per square foot.

**Financial Considerations:** The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs. After the City's costs of selling, advertising and closing costs are paid, the remainder will go to the City's Community Development Block Grant (CDBG) program in accordance with US Department of Housing and Urban Development (HUD) regulations.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council approve the real estate purchase agreement and authorize all necessary signatures.

**Attachments:** Real estate purchase agreement and aerial.



## REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Wichita, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and, Iron Workers Local Union 606 Apprenticeship Training Trust, a 501c(3) tax-exempt Apprenticeship Training Trust Fund, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit: Lot 8, Block 2, Bridgeport Industrial Park 1<sup>st</sup> Addition to the City of Wichita, Sedgwick County, Kansas.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Eighty-three Thousand Seven Hundred Twenty-two Dollars and Fifty Cents (\$83,722.50) in the manner following to-wit: cash at closing.
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the cost of the commitment to insure and the title insurance policy will be paid equally by Buyer and Seller.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises in the same condition as it is now, reasonable wear and tear excepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 30, 2013.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 50% by Buyer and 50% by Seller.

11. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
  - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
  - B. The presence or absence of any contamination by any hazardous substance;
  - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
  - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
  - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
  - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
  - A. Adult Book and Video Stores
  - B. Community Correctional Facilities
  - C. Half-way Houses
  - D. Drug or Alcohol Rehabilitation Facilities
  - E. Multi-game, Casino-style Gambling Facilities
  - F. New or Used Car Sales
  - G. Commercial Billboards
14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

16. The real property proposed for sale is currently vacant. Buyer intends to redevelop the property with a building with facilities and space to support the apprenticeship program for the trade and related uses. If the Buyer fails to initiate development of the property for said use within twenty-four (24) months of the date of closing, the Seller shall have the right, at its sole discretion, to purchase the real property at the same price for which the Seller sells said property pursuant to this Contract.
17. Buyer shall present details of the future use of the site to the Seller for Seller's approval prior to closing. Seller shall have the right to approve the user, site plans, landscaping and other items as deemed important. If Seller does not approve of the details as presented, Buyer shall have the right to modify the proposal. If an agreement cannot be reached as to the acceptability of the proposal, this contract shall be null and void, with Buyer and Seller relieved of all liability hereunder.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**BUYER**

Iron Workers Local Union 606 Apprenticeship  
Training Trust

*Tom Dorch - CHAIRMAN*  
*Mal A. Rohy - SECRETARY*

**SELLER**

By Direction of the City Council

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

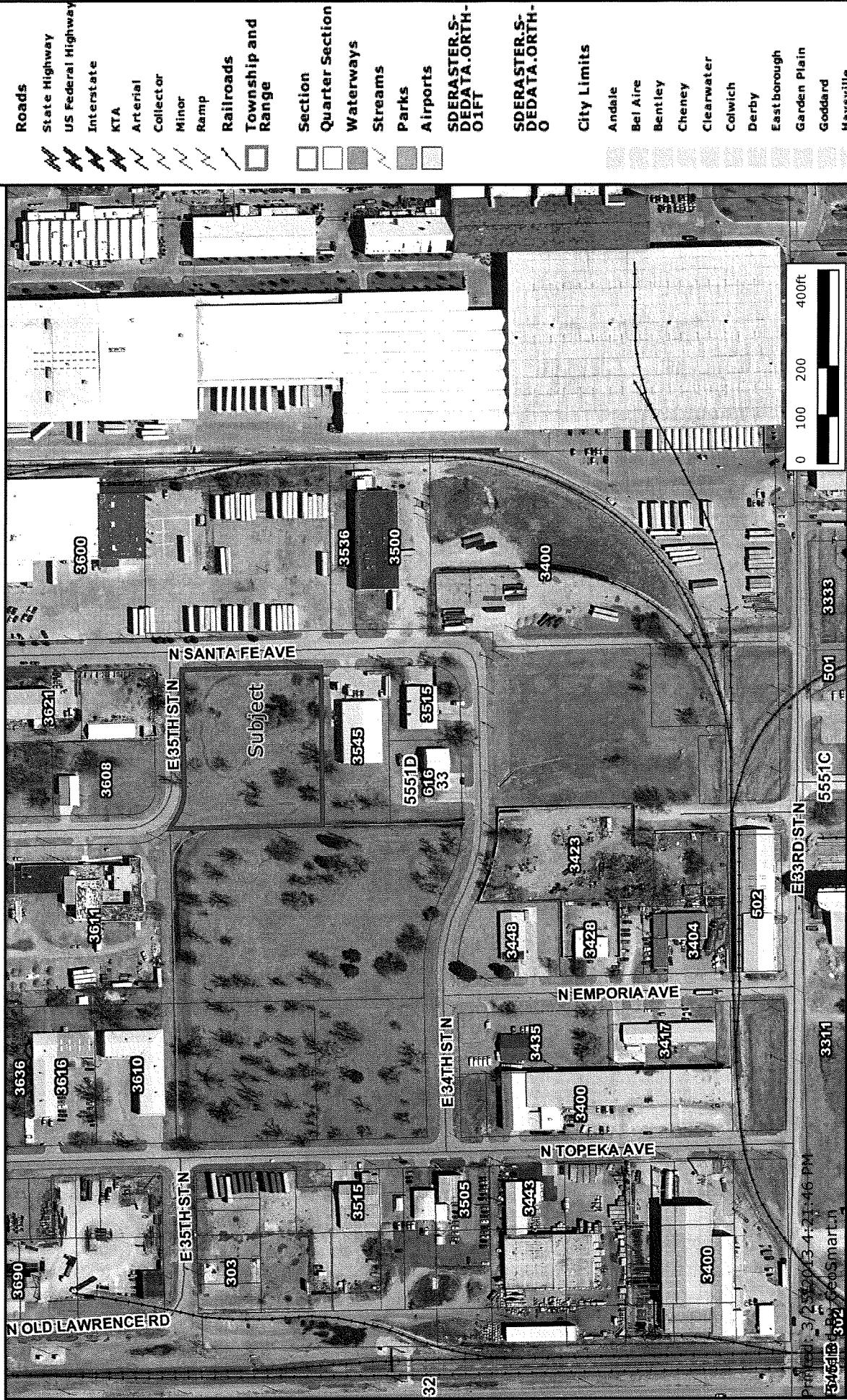
\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



# Lot 8, Block 2, Bridgeport Industrial Park 1st



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data is susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**Second Reading Ordinances for April 9, 2013 (first read on April 2, 2013)**

- A. **Public Hearing and Tax Exemption Request, Leading Technology Composites, Inc. (District IV)**

ORDINANCE NO. 49-479

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of the Kansas constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of Leading Technology Composites, inc., so exempted.

- B. **Acquisition by Eminent Domain of Tracts Required for the 29th Street – Ridge to Hoover Road Improvement Project. (Districts V and VI)**

ORDINANCE NO. 49-480

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the construction of the 29th Street: Ridge Road to Hoover Road Improvement Project in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the district court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

- C. **Acquisition by Eminent Domain of Tracts Required for the Kellogg to Onewood Improvement Project. (District IV)**

ORDINANCE NO. 49-481

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the construction of the 135th Street road improvement project from Kellogg to Onewood in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the district court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

**City of Wichita**  
**City Council Meeting**  
April 9, 2013

**TO:** Mayor and City Council

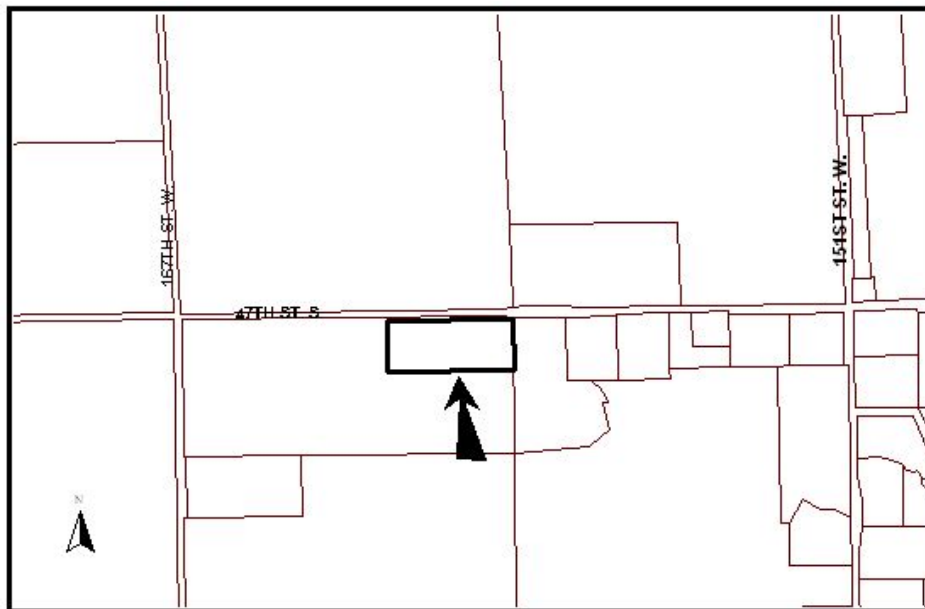
**SUBJECT:** No Protest Agreement for Future Sanitary Sewer Extension for the Plat of G. Leonard Addition SUB2012-00035 located east corner of 167<sup>th</sup> Street West, on the south side of 47<sup>th</sup> Street South

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the Agreement.



**Background:** This property is located in the County in an area designated as “Wichita 2030 Urban Growth Area” by the Wichita-Sedgwick County Comprehensive Plan. The site has been approved by the Metropolitan Area Building and Construction Department for the use of on-site sanitary sewer facilities. A No Protest Agreement for Future Sanitary Sewer Extension (“Agreement”) was required by Public Works and Utilities Department for approval of the G. Leonard 2<sup>nd</sup> Addition.

**Analysis:** The Agreement assures the City of Wichita that the property will be included in the improvement district for future sanitary sewer extension.

**Financial Considerations:** There are no financial considerations associated with the Agreement.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department and will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement.

**Attachments:** No Protest Agreement for Future Sanitary Sewer Extension.

### NO PROTEST AGREEMENT FOR FUTURE SANITARY SEWER EXTENSION

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Chad G. and Lori F. Leonard, Owners, party of the second part (hereinafter "Owner")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner and property owned by others; and

WHEREAS, the Owner is the owner of real property legally described as:

The Lots 1 and 2, Block A, G. Leonard Addition, Sedgwick County, Kansas  
and

WHEREAS, the City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owner's request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer line improvements to serve said property.
2. Owner, on its own behalf and on behalf of its heirs, assigns and successors in interest, irrevocably waives its right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner of its right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.


A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

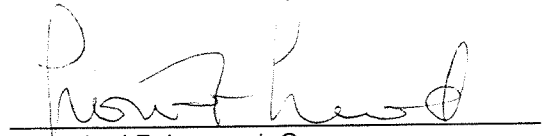
STATE OF KANSAS       )  
                                  ) SS:  
COUNTY OF SEDGWICK)

We, Chad G. and Lori F. Leonard, owners of Lots 1 and 2, Block A, G. Leonard Addition, Sedgwick County, Kansas, do hereby certify that the No Protest Agreement for future extension of sanitary sewer and water improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, all lots or portions thereof within Lots 1&2, Block A, G. Leonard Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 8th day of February, 2013.

  
Chad G. Leonard, Owner

  
Lori F. Leonard, Owner

CITY OF WICHITA

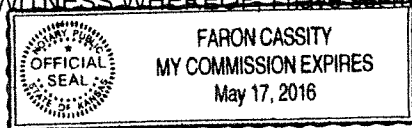
By: \_\_\_\_\_  
Carl Brewer, Mayor

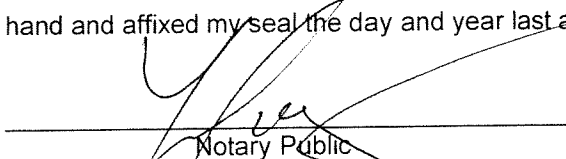
ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS     )  
                                  ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 8th day of February, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Chad G. and Lori F. Leonard, owners, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

STATE OF KANSAS     )  
                                  ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20 13, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



City of Wichita  
City Council Meeting  
April 9, 2013

**TO:** Mayor and City Council

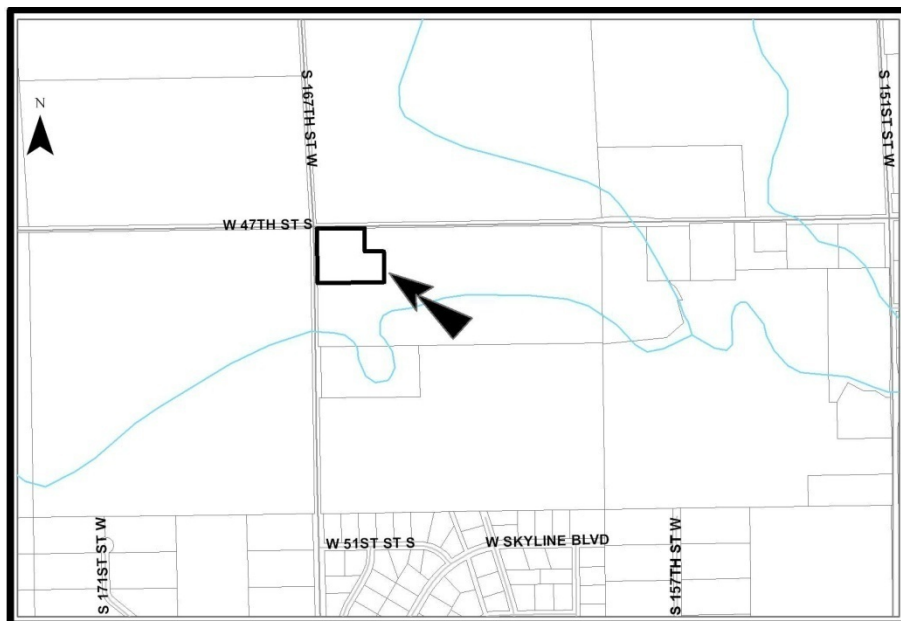
**SUBJECT:** No Protest Agreement for Future Sanitary Sewer Extension for the Plat of G. Leonard 2<sup>ND</sup> Addition SUB2013-00004 located on the southeast corner of 167<sup>th</sup> Street West and 47<sup>th</sup> Street South

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the Agreement.



**Background:** This property is located in the County in an area designated as “Wichita 2030 Urban Growth Area” by the Wichita-Sedgwick County Comprehensive Plan. The site has been approved by the Metropolitan Area Building and Construction Department for the use of on-site sanitary sewer facilities. A No Protest Agreement for Future Sanitary Sewer Extension (“Agreement”) was required by Public Works and Utilities Department for approval of the G. Leonard 2<sup>nd</sup> Addition.

**Analysis:** The Agreement assures the City of Wichita that the property will be included in the improvement district for future sanitary sewer extension.

**Financial Considerations:** There are no financial considerations associated with the Agreement.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department and will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement.

**Attachments:** No Protest Agreement for Future Sanitary Sewer Extension.

**NO PROTEST AGREEMENT FOR FUTURE SANITARY SEWER EXTENSION**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Chad G. and Lori F. Leonard, Owners, party of the second part (hereinafter "Owner")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner and property owned by others; and

WHEREAS, the Owner is the owner of real property legally described as:

The Lot 1, Block A, G. Leonard 2<sup>nd</sup> Addition, Sedgwick County, Kansas  
and

WHEREAS, the City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owner's request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer line improvements to serve said property.

2. Owner, on its own behalf and on behalf of its heirs, assigns and successors in interest, irrevocably waives its right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner of its right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

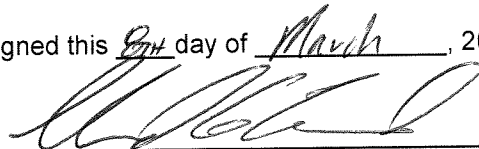
A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK)

We, Chad G. and Lori F. Leonard, owners of Lot 1, Block A, G. Leonard 2<sup>nd</sup> Addition, Sedgwick County, Kansas, do hereby certify that the No Protest Agreement for future extension of sanitary sewer and water improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, all lots or portions thereof within Lot 1, Block A, G. Leonard 2<sup>nd</sup> Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 8th day of March, 2013.

  
Chad G. Leonard, Owner

  
Lori F. Leonard, Owner

CITY OF WICHITA

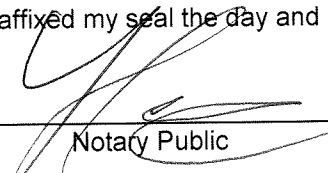
By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS     )  
                                  ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 8th day of March, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Chad G. and Lori F. Leonard, owners, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

STATE OF KANSAS     )  
                                  ) SS:  
COUNTY OF SEDGWICK)



BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20 13, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
April 9, 2013

**TO:** Mayor and City Council

**SUBJECT:** SUB2012-00023 -- Plat of Kia Addition located on the southeast corner of Tyler Road and Kellogg (District IV)

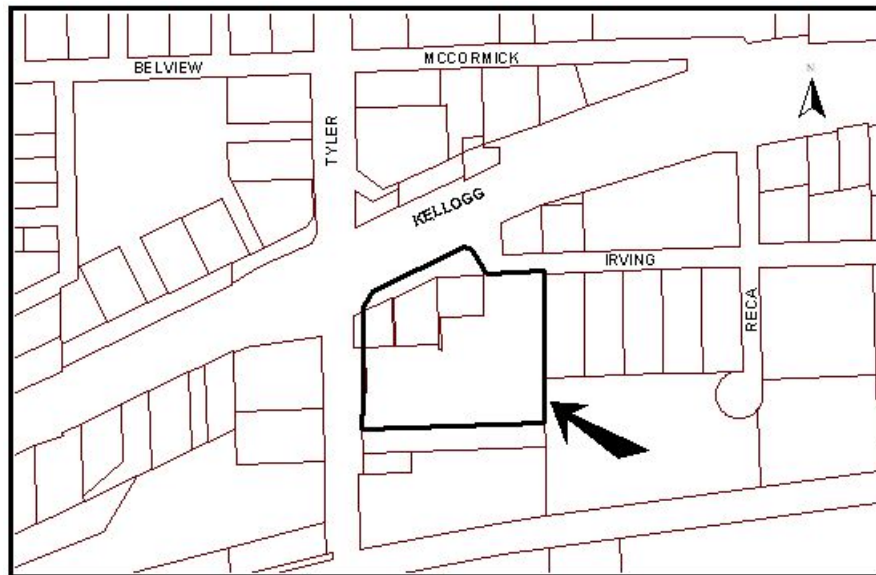
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (9-0)



**Background:** The site, consisting of one lot on 6.71 acres, is located within Wichita. A zone change (PUD2012-00004, PUD #39) has been approved from LI Limited Industrial to PUD Planned Unit Development.

**Analysis:** Water and sewer services are available to serve the site. The site is within the noise impact area of the Wichita Mid-Continent Airport; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Avigational Easement and

Restrictive Covenant as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading.

**Attachments:** Avigational Easement.  
Restrictive Covenant.  
Ordinance.

**Published in The Wichita Eagle on April 19, 2013**

**ORDINANCE NO. 49-482**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.**

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. PUD2012-00004**

Zone change request from LI Limited Industrial ("LI") to PUD #39, the Kia Planned Unit Development on property described as:

Kia Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southeast corner of Tyler Road and Kellogg.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this 16th day of April 2013.**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 13<sup>th</sup> day of MARCH, 2013, by Kolbee Enterprises, Inc, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to wit:

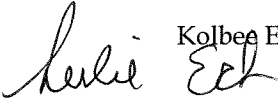
**Lot 1, Block A, Kia Addition, Wichita, Sedgwick County, Kansas.**

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above-described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This Easement does not grant or convey any surface use rights nor is it to be constructed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

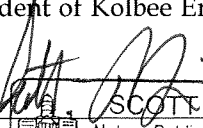
EXECUTED the day and year first above written.

 Kolbee Enterprises, Inc.  
\_\_\_\_\_, President  
Leslie A. Eck

STATE OF KANSAS    )  
                              ) SS  
SEDGWICK COUNTY )

The foregoing instrument acknowledged before me this 13<sup>th</sup> day of March, 2013, by Leslie A. Eck, President of Kolbee Enterprises, Inc., on behalf of the Corporation.

My Appointment Expires: December 7, 2016

  
SCOTT R. SERVIS Notary Public  
Notary Public - State of Kansas  
My Appt. Expires 12/7/16

APPROVED AS TO FORM:

---

Gary E. Rebenstorf, Director of Law



RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING: **Kia Addition**, THIS DECLARATION made this 13th day of March, 2013, by Leslie A. Eck, President of Kolbee Enterprises, Inc., hereinafter called the Grantors.

WITNESSETH:

WHEREAS; Grantors are owners of **Kia Addition**, which property is located near ~~McConnell Air Force Base~~ <sup>Wichita MidContinent Airport</sup> and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a resident's enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or well being, and

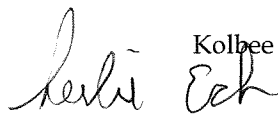
WHEREAS, the City of Wichita in connection with the approval of the plat of said addition considers it to be in the public interest to require any building constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area.

NOW THEREFORE, Grantors, hereby declares that **Kia Addition**, shall be and the same subjected to the following restrictive covenant, to wit:

Any building constructed on the premises shall be so designed and constructed as to minimize nose pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall apply to and bind the successors in interest and any owner thereof.

"The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas."

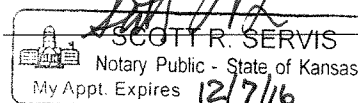
EXECUTED the day and year first above written.

  
\_\_\_\_\_, President  
Leslie A. Eck  
Kolbee Enterprises, Inc.

STATE OF KANSAS     )  
                                  ) SS  
SEDGWICK COUNTY )

The foregoing instrument acknowledged before me this 13th day of March, 2013, by Leslie A. Eck, President of Kolbee Enterprises, Inc., on behalf of the Corporation.

My Appointment Expires: December 7, 2016



\_\_\_\_\_, Notary Public

APPROVED AS TO FORM:

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Gary E. Rebenstorf, Director of Law

**City of Wichita  
City Council Meeting  
April 9, 2013**

**TO:** Mayor and City Council

**SUBJECT:** SUB2012-00041 -- Plat of Bostic Traditional Magnet Addition located south of Kellogg, east of Rock Road. (District II)

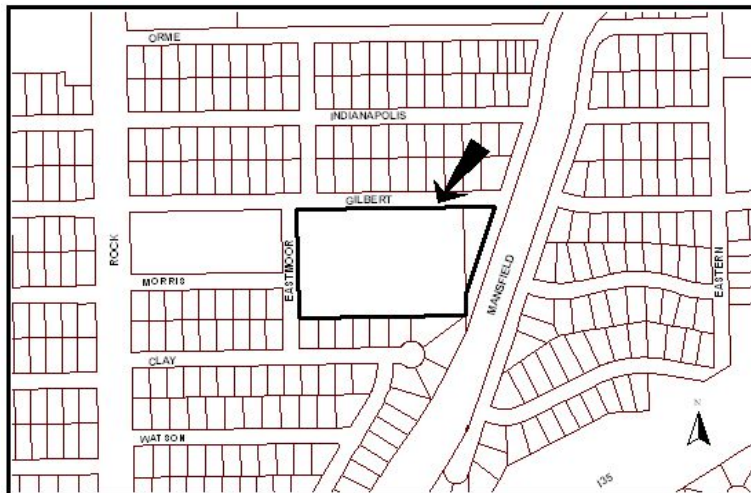
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (9-0)



**Background:** The site, consisting of one lot on 6.4 acres, is located within Wichita.

**Analysis:** Water and sewer services are available to serve the site. The site is within the noise impact area of McConnell Air Force Base; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Avigational Easement and Restrictive Covenant as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, and authorize the necessary signatures.

**Attachments:** Avigational Easement.  
Restrictive Covenant.

### AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 11<sup>th</sup> day of March, 2013, by Lynn Rogers, President, Unified School District #259, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following described real estate, to-wit:

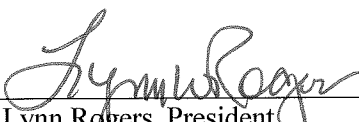
BOSTIC TRADITIONAL MAGNET ADDITION  
An Addition to Wichita, Sedgwick County, Kansas

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be constructed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

The undersigned do hereby adopt the easement that is to run with the property and shall be binding on all parties, heirs, successors, assigns, and all persons claiming interest therein.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By:   
Lynn Rogers, President  
Unified School District #259

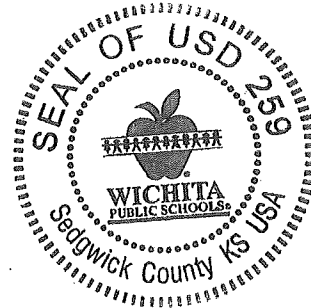
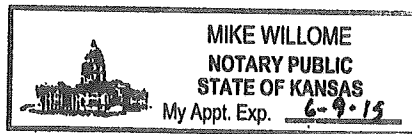
State of Kansas )

County of Sedgwick )

Be it remembered that on this 11<sup>th</sup> day of March, 2013, before me a Notary Public in and for said State and County, came Lynn Rogers, President, Unified School District #259, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Mike Willome, Notary Public

My Appointment Expires: 6/9/15



Approved as to form:

Gary E. Rebenstorf, Director of Law

Covenant

This covenant, executed this 11th day of March, 2013.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Bostic Traditional Magnet Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for minimizing noise pollution in any new structures.

NOW, THEREFORE, the undersigned do hereby subject Bostic Traditional Magnet Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

1. Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: Lynn Rogers  
Lynn Rogers, President  
Unified School District #259

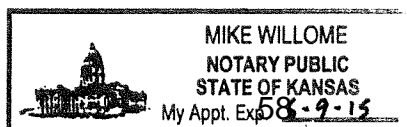
State of Kansas )

County of Sedgwick )

Be it remembered that on this 11th day of March, 2013, before me a Notary Public in and for said State and County, came Lynn Rogers, President, Unified School District #259, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Mike Willome, Notary Public

My Appointment Expires: 6-9-15



APPROVED AS TO FORM:

---

Gary E. Rebenstorf, Director of Law

**City of Wichita**  
**City Council Meeting**  
 April 9, 2013

**TO:** Mayor and City Council

**SUBJECT:** A13-01: Request by West 47 LLC to annex lands generally located at the southeast corner of 47<sup>th</sup> Street South and West Street (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Recommendation:** Approve the annexation request.

**Background:** The City has received a request to annex approximately 6.91 acres of land generally located at the southeast corner of 47<sup>th</sup> Street South and West Street. The annexation area abuts the City of Wichita at the northeast corner of the subject property. On March 7, 2013, the Metropolitan Area Planning Commission recommended approval of a zone change for the subject property from “LC” Limited Commercial to “GC” General Commercial with a Protective Overlay, subject to the condition of platting within one year. On March 21, 2013, the Metropolitan Area Planning Commission approved the West 47<sup>th</sup> Addition plat for the subject property, subject to the condition of annexation.

**Analysis:**

**Land Use and Zoning:** The annexation area consists of approximately 6.91 acres zoned “LC” Limited Commercial and is used for agriculture. The adjacent property to north is zoned “LC” Limited Commercial and is used for agriculture. The adjacent properties to the south are zoned “SF-20” Single-Family Residential and developed with single family residences. The adjacent properties to the east are zoned “SF-20” Single-Family Residential and are developed with single family residences. The adjacent property to the west is zoned “LC” Limited Commercial and is developed with a sexually-oriented business.

**Public Services:** Water service is available to serve the annexation area from a main located in West Street. Sanitary sewer service is available to be extended from a main located in Chitwood Street. The West 47<sup>th</sup> Addition plat requires the applicant to pay in-lieu of assessment fees to connect to water service and to guarantee the extension of sanitary sewer to the site.

**Street System:** The subject property has access to 47<sup>th</sup> Street South and West Street, both two lane arterial streets, and 48<sup>th</sup> Street South, an unimproved local street. The West 47<sup>th</sup> Addition plat approves two access drives along both 47<sup>th</sup> Street South and West Street and restricts access drives to 48<sup>th</sup> Street South to no closer than 75 feet from West Street.

**Public Safety:** Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 12 at 3443 S. Meridian. Upon annexation, police protection will be provided to the area by the Patrol South Bureau of the Wichita Police Department, headquartered at 211 E. Pawnee.

**Parks:** The nearest parks are Southview Park at 2215 W. 45<sup>th</sup> Street South and South Lakes Park at 2211 W. 47<sup>th</sup> Street South. Both parks are located approximately one mile east of the subject property. The Parks, Recreation and Open Space Plan recommends major renovation or development of both parks.

**School District:** The annexation property is part of Unified School District 261 (Haysville School District). Annexation will not change the school district.



**Comprehensive Plan:** The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$150 with a total assessed value of \$45. Using the current City levy ( $\$32.359/\$1000 \times$  assessed valuation), this property roughly yields \$1.46 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating to develop 100,000 square feet of office and commercial uses on the site. The total appraised value of the after completion is estimated at approximately \$5.56 million. Assuming the current City levy remains about the same, this would roughly yield a total of \$44,980 in City annual tax revenues.

**Legal Considerations:** The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

**Attachment:** Map Sheet  
Ordinance

OCA150004  
PUBLISHED IN THE WICHITA EAGLE ON APRIL 19, 2013

ORDINANCE NO. 49-483

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN  
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE  
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.  
(A13-01)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District IV:

The North 1145 feet of the West half of the Northwest quarter except the East 776.19 feet and except Chitwood Estates Fourth Addition, in Sec. 24, T 28 S, R 1 W; AND EXCEPT for that part designated as West Street right-of-way and as 47th Street South right-of-way.

AND

Beginning 706 feet West of the Northeast Corner of the West half of the Northwest quarter, thence West 70.19 feet, thence South 570 feet, thence East 70.19 feet, thence North to the beginning, in Sec. 24, T 28 S, R 1 W except for that part designated as 47th Street South right-of-way.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this April 16<sup>th</sup>, 2013.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to form:

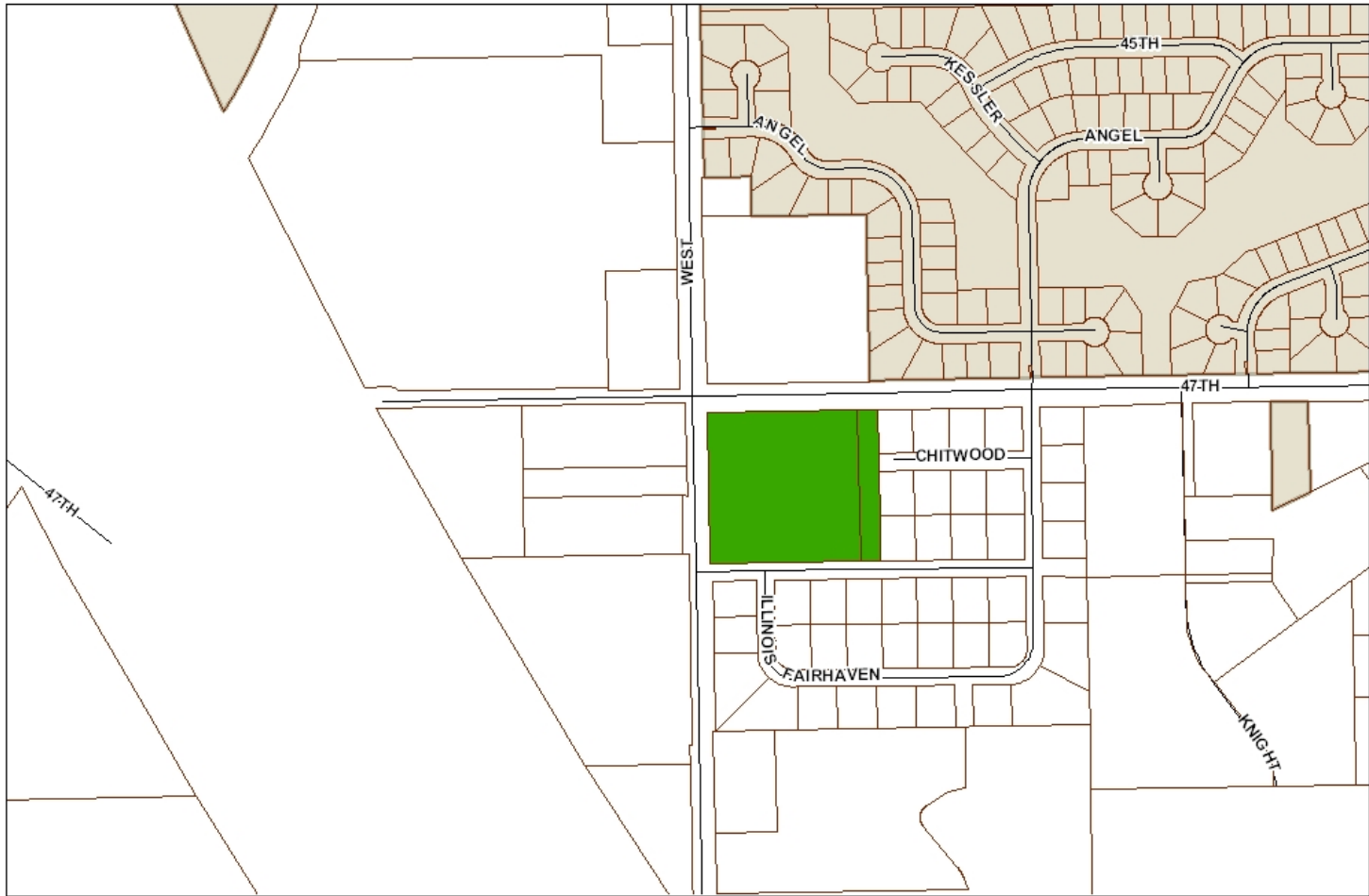
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Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

**General Location:** Southeast corner of 47<sup>th</sup> Street South and West Street

<b>Address:</b> 3801 W. 47 <sup>th</sup> St. S.		<b>Reason(s) for Annexation:</b>	
6.91	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:
Existing zoning: LC Limited Commercial			



- ANNEXATION AREA
- WICHITA
- UNINCORPORATED



Software: ArcGIS  
 Map Data Source: City of Wichita  
 Sedgwick County  
 Prepared: 2/20/09  
 It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.  
 Note: Public property represented on this map is not intended to be inclusive.

**City of Wichita  
City Council Meeting  
April 9, 2013**

**TO:** Wichita Airport Authority

**SUBJECT:** Tornado Transit, LLC  
Airport Limousine Service Agreement  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the agreement.

**Background:** Tornado Transit, LLC (Tornado) currently has a City license to provide transportation in Wichita and surrounding areas. Tornado now desires to enter into an Airport Limousine Service Agreement with the Wichita Airport Authority (WAA) to grant the non-exclusive privilege of serving the passengers going to and from Wichita Mid-Continent Airport.

**Analysis:** Tornado is also desirous of leasing ticket counter space to better serve airport customers. The agreement is on a month-to-month basis and may be cancelled by either party, without cause, by giving a thirty-day written notice. The agreement only applies to the existing airline terminal. In the future, a new agreement will be created should Tornado be interested in serving the new terminal when it opens in 2015.

**Financial Considerations:** The agreement requires a monthly fee of \$50 for the privilege to do business on the airport and a monthly rental fee of \$50 for the use of the ticket counter space. The combined fees will result in new annual revenue to the WAA of \$1,200.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

# AGREEMENT

By and Between

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

and

TORNADO TRANSIT, LLC

for

Furnishing of Airport Limousine Service  
Wichita Mid-Continent Airport

THIS AGREEMENT, made and entered into this \_\_\_\_\_, 2013 by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "AUTHORITY"; and TORNADO TRANSIT, LLC, hereinafter referred to as the "COMPANY".

WITNESSETH:

WHEREAS, the Company is desirous of providing an airport limousine service to and from Wichita Mid-Continent Airport, hereinafter referred to as "Airport"; and

WHEREAS, it is understood that said airport limousine service shall be non-exclusive and in common with other companies licensed to operate in the Wichita metropolitan area;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

## **1. LICENSING AUTHORITY**

This Agreement is subject to the approval by the governing body of the Wichita Airport Authority.

## **2. TERM**

The term of this Agreement shall commence \_\_\_\_\_, and shall continue on a month-to-month basis. This Agreement may be cancelled by either party, without cause, by giving a 30-day written notice.

In the event the Director of Airports determines that termination is necessary to protect public health, safety or welfare, this Agreement may be terminated by the Director of Airports upon such notice as the Director of Airports deems appropriate under the circumstances. Termination or expiration of this Agreement shall not relieve the parties of any liabilities or obligations hereunder which shall have accrued on or prior to the date of termination. Upon the termination of this Agreement, Operator shall cease forthwith all operations upon the Airport and shall pay in full all fees and other amounts payable to Authority as set forth in this Agreement, then due and owing.

## **3. USE**

The Company shall have the license and privilege to operate an airport limousine service in and upon the Wichita Mid-Continent Airport. The Company shall have the right to use the common road areas of said airport and the areas designated as "shuttle parking in the commercial lane," shown and located on Exhibit "A", attached hereto and made a part hereof. Subsequent to the execution of this Agreement, upon mutual consent of both parties, it is understood and agreed that changes may be made to Exhibit "A", under the authority of the Director of Airports, without requiring formal amendment to the Agreement. It is understood and agreed that the Authority, through an authorized agent, reserves the right to temporarily relocate these areas as a result of on-going construction projects in the general area. Director of Airports may unilaterally make changes to Exhibit "A" for reasonable protection of the public safety and welfare.

## **4. PREMISES**

Company is hereby granted the use of the north section of counter space as identified on Exhibit "B". Rental for the use of this space is included in Section 7 of this Agreement.

## **5. SECURITY DEPOSIT**

Company shall be required to pay a security deposit in the amount of One Hundred Fifty Dollars (\$150). This deposit shall be returned to the Company upon cancellation of the Agreement, minus any outstanding invoices or damages owed to the Authority.

## **6. CONSIDERATION**

In consideration for the license to do business on the Airport, the Company agrees to pay the Authority the sum of \$50 per month.

## **7. RENTALS**

In addition to the license as described in Section 6, the rental rate for the space referred to in Section 4 of this Agreement shall be payable in monthly installments of \$50. COMPANY shall pay to AUTHORITY in advance on the first day of each month, without demand or invoicing, rentals for COMPANY's leased Premises as set forth herein.

## **8. PAYMENTS**

LESSEE shall make all payments to the Wichita Airport Authority and in a form acceptable to LESSOR. ACH direct deposit is preferred. Bank account and routing information is available upon request. Payments made by check shall be delivered or mailed to:

Wichita Airport Authority  
2173 Air Cargo Road  
Wichita, Kansas 67209

or such other address as designated in writing.

Company shall pay to Authority in advance on the first day of each month, without demand or invoicing, as set forth herein. In the event Company fails to make payment within ten (10) days of the dates due as set forth in this Section, then Authority may charge Company a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, plus reasonable attorneys' and administrative fees incurred by Authority in attempting to obtain payment.



## **9. TAXES AND LICENSE FEES**

Payment of any and all taxes and license fees assessed to the Company shall be the responsibility of the Company.

## **10. OPERATING PROCEDURES**

For the privilege of serving the Airport, the Company agrees to abide by stated minimum standards and operating procedures of the Authority for conducting business on the Airport.

- A. Company shall provide the Authority with the full name of the owner of the vehicle proposed to be licensed.
- B. A complete description of such vehicle including the number of persons it is constructed to carry, the model, the motor number and the state license number, together with such other information as the Authority may require.
- C. Number of passengers applicant proposes to carry per vehicle.
- D. The principal place of business, the telephone number and office address of the owner, and if the owner is a corporation, the names of the officers and directors of such corporation, if a partnership, the names of all the partners and if an LLC, the names of all members.
- E. The trade name under which the vehicle shall be operated and the color or distinctive design of the body, if any.
- F. Vehicles used to pick up prearranged customers at the terminal building or at other areas on the Airport, must be clearly marked with a company name. Magnetic signs attached to doors (both driver and passenger) are an acceptable means of identification.
- G. When not actually being operated in going to or returning from a specific destination while employed in rendering transportation service, the vehicle shall be held at the usual place of business off airport property maintained by the owner or operator thereof subject to prompt call. Personnel from Company may greet prearranged and not for the purpose of direct solicitation customers at the shelter adjacent to the "shuttle parking in the commercial lane," shown and located on Exhibit "A", or inside the terminal building. If pre-arranged customers are being greeted inside the terminal building, the use of a small, tastefully appointed, hand-held sign is authorized to assist in connecting customers with

Company personnel. Company personnel are to remain in the area adjacent to the courtesy phone board located in the baggage claim area in the terminal building, and at no other locations in the terminal building. No vehicle owner, driver, agent or representative shall solicit or engage any other person to solicit patronage on the streets, sidewalks or public ways within the Airport property.

- H. Personnel of Company are restricted from using the Airport public address system. Company may seek assistance from personnel at the information counter located in the terminal building, if necessary.
- I. When picking up prearranged customers at the terminal building, Company shall park in the "shuttle parking area in the commercial lane," as identified on Exhibit "A" and shall park for a maximum of fifteen (15) minutes.
- J. Company shall have no more than one vehicle parked in the "shuttle parking area in the commercial lane," as identified on Exhibit "A" at one time.
- K. No vehicle shall at any time carry passengers in excess of its licensed capacity and no vehicle shall carry more than two passengers in the front seat with the driver. No passenger shall be permitted to ride in the front seat with the driver unless the back seat is loaded with passengers to the rated capacity of such seat.
- L. Every Company's vehicles shall at all times be kept in a clean and sanitary condition, shall be properly heated in winter, shall be maintained in good repair and safe operating condition and shall be equipped with sufficient nonglare headlights and proper rear lights. To insure compliance with the foregoing provisions, every Company's vehicle shall be subject to regular inspection by the Public Works Department of City of Wichita at a facility designated for such purpose by the Public Works Department of City of Wichita. Final authority determining the acceptability and service-ability of Company vehicle in compliance with the provision of this Agreement including the frequency of inspection of vehicles to be used as Company vehicle shall rest with the Authority and by the Public Works Department of City of Wichita.
- M. Company shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on or about the premises shall be clean, neat in appearance and courteous at all times. No personnel employed by Company while on or about the premises, shall be permitted to use improper language, act in a loud, boisterous or otherwise improper manner or be permitted to solicit business in an inappropriate manner. Company shall maintain a close check over attendants and employees to insure the maintenance of a high standard of service to the public, the performance of such

obligation to be determined by the sole discretion of the Authority. Company shall take all proper steps to terminate employees who participate in acts of misconduct on the premises.

- N. Whenever any package, article, baggage or goods of any kind shall be left in any vehicle, the driver of the same, upon discovery, shall make delivery thereof immediately to the police department of the city.

Violation of these operating procedures shall be deemed as grounds for terminating this Agreement.

The Director of Airports may from time to time amend or add to these operating procedures, as it deems appropriate for the proper operation of the airport. Company agrees to abide by such amendments or additions without the necessity of amending this Agreement.

## **11. REPRESENTATION**

It is understood and agreed that Company shall at all times be deemed to be an independent contractor to the Authority. Nothing in this Agreement shall be construed or considered to create the relationship of employer and employee between the parties. Company is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

All persons providing airport limousine services pursuant to this Agreement shall represent themselves as representatives of an independent contractor. Under no circumstances shall any airport limousine employee or agent represent himself or herself as an employee or agent of the Authority. No person providing airport limousine services is an agent or employee of the Authority, and no such person shall not be entitled to any of the benefits of Authority's employees.

## **12. CANCELLATION**

This Agreement may be cancelled by either party without cause, by giving a 30-day written notice. This Agreement may be cancelled immediately with cause. Upon the occurrence of such termination, the Company shall, to include, but limited to the reasons stated at City Code 3.88.150 through 3.88.180, immediately cease service to customers who are arriving or departing from the airport.

### **13. RULES/REGULATIONS**

Company, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority of the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations ordinances or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Company's operations conducted hereunder.

Authority shall not be liable to Company for any diminution or deprivation of its privileges hereunder on account of the exercise of any such authority, nor shall Company be entitled to terminate this Agreement by reason thereof unless the exercise of such authority shall so interfere with Company's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas. Company acknowledges that it shall qualify for, obtain and maintain a City of Wichita license for its business, and separate licenses for each driver it employs and those drivers may be individually be subject to license revocation or a suspension under City Code without affecting this Agreement.

### **14. HOLD HARMLESS AND INDEMNITY**

Company shall protect, defend and hold Authority and the City of Wichita, and their officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/ or the privileges granted under it or the acts or omissions of Company's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Authority. The Authority shall give to Company reasonable notice of any such claims or actions. The Company shall also use counsel reasonably acceptable to Authority in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Agreement.

## **15. INSURANCE**

Company will carry insurance coverage during the term of this Contract and any extensions thereof, with both the Wichita Airport Authority and the City of Wichita as additional insured, in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
-------------------------	---

Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
---------------------------	---

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
--	---

2. Automobile Liability - Comprehensive Form including all owned, hired and nonowned vehicles, including commercial/for-hire operation with minimum limits of:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
--	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Workers' Compensation	Statutory requirements
Employers Liability	\$100,000 each accident

## **16. NOTICES**

Notices to Authority provided for herein shall be sufficient if personally delivered, or if sent by national private courier for 2<sup>nd</sup> day delivery or better, or by registered or certified mail, postage prepaid, addressed to:

Wichita Airport Authority  
2173 Air Cargo Road  
Wichita, Kansas 67209

Notices to Company provided for herein shall be sufficient if personally delivered, or if sent by national private courier for 2<sup>nd</sup> day delivery or better, or by registered or certified mail, postage prepaid, addressed to:

Tornado Transit, LLC  
P.O. Box 782142  
Wichita, Kansas 67278

or to such other respective addresses as the parties may designate in writing from time to time.

## **17. NONDISCRIMINATION EEO/AAP**

The Company agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin, ancestry, disability or age is a bona fide occupational qualification, in its operations or services permitted under this Agreement. The Company agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900, et seq.; and laws, regulations or amendments as may be promulgated thereunder.

## **18. ASSIGNMENT**

Company shall not assign this Agreement without the approval of the Authority. Any such assignment without such consent shall be void, and shall, at the option of the Authority, terminate this Agreement.

## **19. HEADINGS**

The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope or intent of any provision of this Agreement.

## **20. INVALID PROVISIONS**

It is further expressly agreed by the parties that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Authority or the Company in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

## **21. KANSAS LAW TO GOVERN**

This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
"AUTHORITY"

By: \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

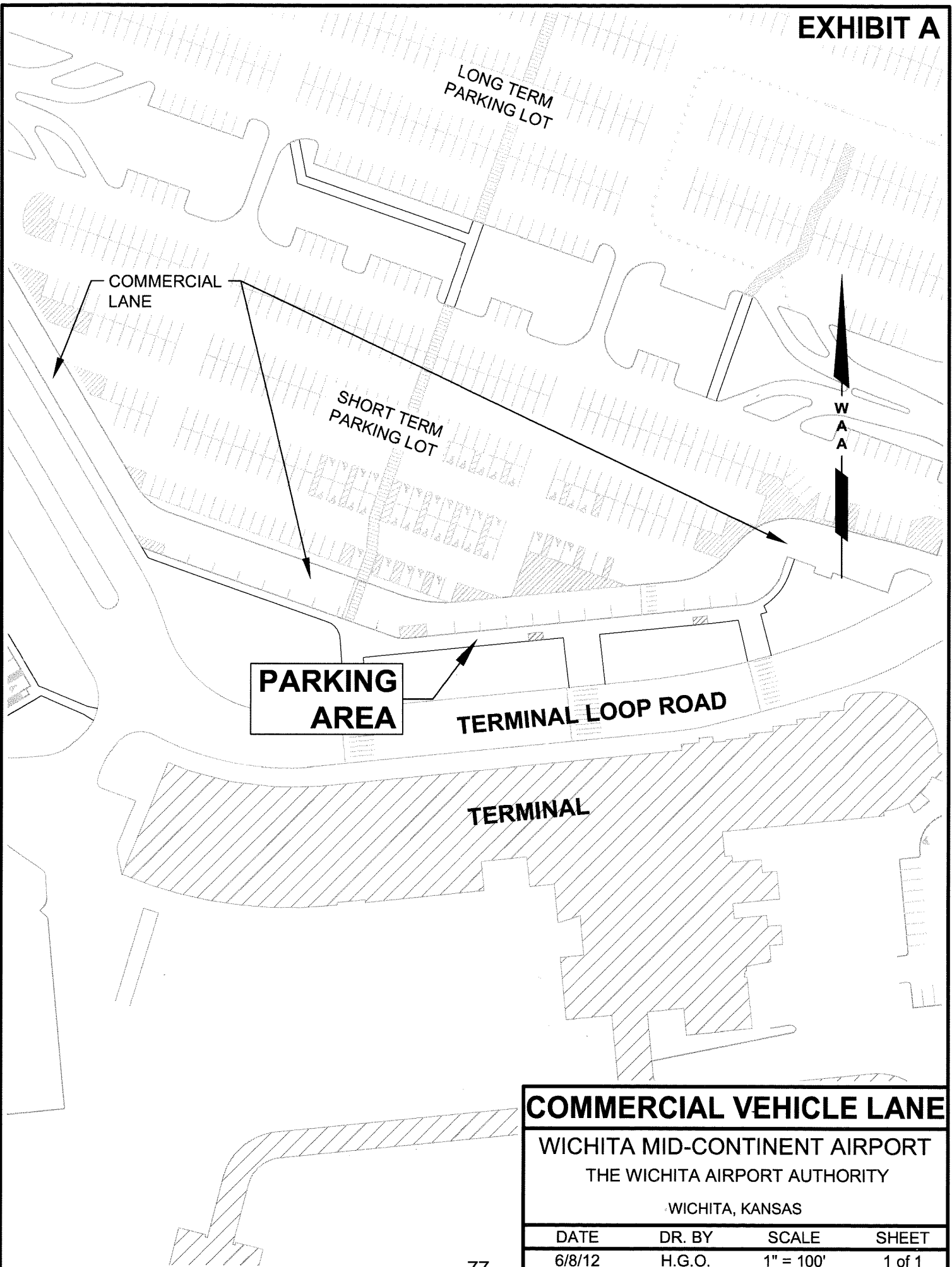
TORNADO TRANSIT, LLC

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mitchell Weber, Managing Member  
"COMPANY"

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law



# EXHIBIT A

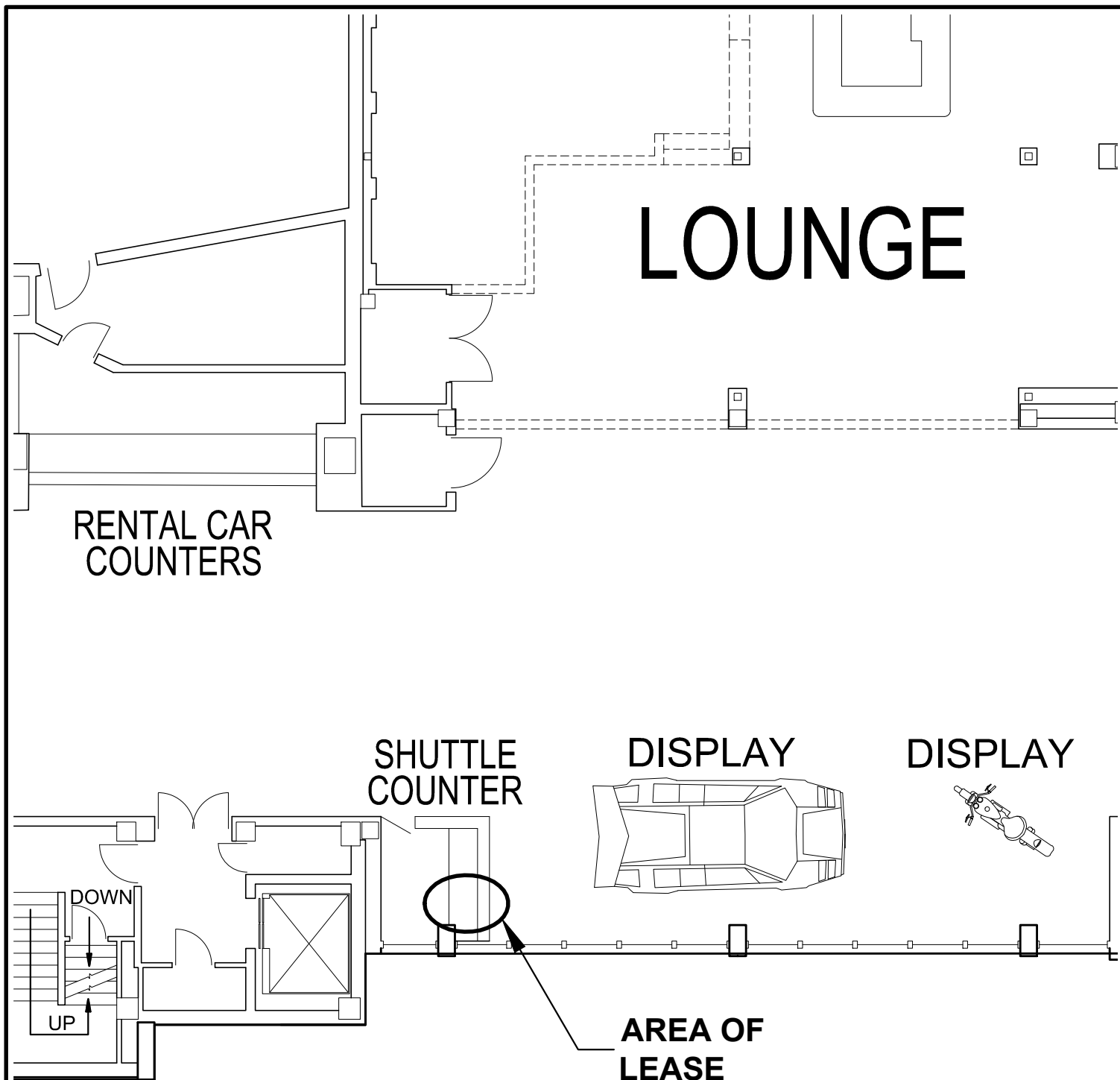


## COMMERCIAL VEHICLE LANE

WICHITA MID-CONTINENT AIRPORT  
THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
6/8/12	H.G.O.	1" = 100'	1 of 1



**EXHIBIT "B"**

TORNADO TRANSIT COUNTER			
WICHITA MID-CONTINENT AIRPORT			
THE WICHITA AIRPORT AUTHORITY			
WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
3/20/13	H.G.O.	1" = 10'	1 of 1